

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-55-T

Application of Moving Squad,
LLC for a Class E (Household
Goods) Certificate of Public
Convenience and Necessity for
Operation of Motor Vehicle Carrier

**PREFILED DIRECT
TESTIMONY
OF MICHAEL NICHOLSON**

1 **Q. Please state your name, employer, and business address.**

2 A. My name is Michael Nicholson. I am an owner of Moving Squad, LLC located at 150
3 Drooping Leaf Drive, Lexington, South Carolina 29072.

4 **Q. What is the purpose of your testimony?**

5 A.150 I am testifying in support of Moving Squad's Application for a Class E Certificate of Public
6 Convenience and Necessity with statewide authority.

7 **Q. Is Moving Squad authorized to transact business in the State of South Carolina?**

8 A. Yes, Moving Squad is a South Carolina Limited Liability Company established on
9 December 7, 2018. A copy of a certificate of good standing was filed with its Application, and the
10 company is in good standing.

11 **Q. How did you become associated with Moving Squad?**

12 A. I am the organizer and one member of Moving Squad; the company's other member is Tim
13 Quarles.

14 **Q. Please tell the Commission about your education and work history.**

15 A. I have a bachelor's degree in marketing from Georgia College and State University. I've
16 run several restaurants and worked in marketing for apartment communities. I was also employed

1 as the South Carolina fleet manager for Mack and Volvo Class 8 and Leasing. In 2012 I was hired
2 as the General Manager for Gentlemen Movers in Columbia, a job I kept until starting Moving
3 Squad.

4 **Q. Does Moving Squad own or lease any vehicles.**

5 A. We own a 2007 Freightliner truck with a gross vehicle weight rating ("GVWR") of 26,000
6 lbs.

7 **Q. Will Moving Squad be insured?**

8 A. Yes. Moving Squad will purchase insurance when its Application is approved. A quote
9 is attached to the Application.

10 **Q. Has Moving Squad submitted a tariff?**

11 A. Yes. Moving Squad has submitted a tariff.

12 **Q. How will you quote the cost of a move to a customer?**

13 A. Moving Squad will only provide an estimated cost of a move; not a fixed price. Our quotes
14 are based upon square footage, moving experience and what clients convey they need moved. On-
15 site estimates will be performed if deemed necessary

16 **Q. Does Moving Squad have a bill of lading?**

17 A. Yes, a Bill of Lading Form is attached to my testimony as Exhibit A.

18 **Q. Will Movers provide a bill of lading for each move it conducts?**

19 A. Yes.

20 **Q. Why do you believe there is a need for Moving Squad services in South Carolina?**

21 A. As the housing market rebounds from the recession, more people need to the services of
22 good moving companies. According to the Federal Reserve, the state's unemployment rate is
23 about 3.3 % and median family incomes rose in Q3 of 2018 across the state: +8.28 % in the

1 Charleston MSA, +4.33% in the Columbia MSA, and +7.09 % in the Greenville MSA. See South
 2 Carolina Snapshot, February 2019, Federal Reserve Bank of Richmond.¹ The United States Census
 3 Bureau estimates South Carolina grew by 9.9% to over 5 million people between April 1, 2010
 4 and July 1, 2018. These numbers suggest that demand for qualified movers will be strong.²

5 **Q. How will Moving Squad reach its customers?**

6 A. We plan to market Moving Squad with *Google*, *Yelp*, referral services, online advertising
 7 and search engine optimization services.

8 **Q. Is Moving Squad financially able to provide service to the public?**

9 A. Yes. As shown on our Application, Moving Squad is financially viable.

10 **Q. Are there any outstanding court orders or judgments against Moving Squad or**
 11 **you or Tim Quarles personally?**

12 A. No.

13 **Q. Are you aware of any complaints filed against Moving Squad or you with the**
 14 **Better Business Bureau, the Chamber of Commerce, or any state or municipal court or**
 15 **agency?**

16 A. No.

17 **Q. Are you familiar with, and do you agree to comply with, the statutes and**
 18 **regulations that govern the operation of intrastate household goods movers in South**
 19 **Carolina?**

20 A. Yes, and Moving Squad will comply with them.

21 **Q. Have you published a notice of Moving Squad's Application?**

22 A. Yes. A notice of Moving Squad's Application was published in the *Post and Courier*

¹ See https://www.richmondfed.org/~media/richmondfedorg/research/regional_economy/reports/snapshot/pdf.

² See U.S. Census Bureau Quick Facts, South Carolina, www.census.gov/quickfacts/sc.

1 newspaper on February 28, 2019 and an affidavit of publication has been filed with the
2 Commission.

3 **Q. What is Moving Squad plan for the next five years?**

4 A. Moving Squad will be financially responsible and customer focused. Moving Squad plans
5 to add a truck in the coming summer. Our goal is to have four crews by the middle of our third
6 year in operation and to start franchising by year five.

7 **Q. Does this conclude your testimony?**

8 A. Yes.

Exhibit A - Bill of Lading

PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Moving Squad, LLC
150 Drooping Leaf Drive
Lexington SC 29072
(803) 348-2023

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
NOTIFICATION OF WEIGHT & CHARGES
SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____
ADDRESS _____

CONSIGNED TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RECEIVED
SUBJECT TO

ROUTING

GENERAL
CONDITIONS:

RATES, RULES AND REGULATIONS IN
TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LIABILITY
FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.
TRAVEL TIME _____ HOURS at \$ _____

OTHER CHARGES _____
OTHER CHARGES _____

PACKING _____
INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS _____ TARE _____ NET _____ RATE CHARGES

TRANSPORTATION _____ MILES

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) _____ ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES _____

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____ QUANTITY _____

BARRELS _____ 5 _____

CARTONS _____ LESS THAN 1 1/2 _____

CARTONS _____ 1 1/2 _____

CARTONS _____ 3 _____

CARTONS _____ 4 1/2 _____

CARTONS _____ 6 _____

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____ DATE _____

(WAREHOUSEMAN'S SIGNATURE)

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed: and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-55-T

**Application of The Moving Squad, LLC
for a Class E (Household Goods)
Certificate of Public Convenience and
Necessity for Operation of Motor Vehicle
Carrier**

CERTIFICATE OF SERVICE

This is to certify that I, Carl E. Bell, Paralegal for Terreni Law Firm, LLC, have this date served a copy of the **PREFILED DIRECT TESTIMONY OF MICHAEL NICHOLSON with EXHIBIT A** in the above-referenced matter to the person(s) named below by causing said copy to be emailed to the address(s) shown below:

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Columbia, South Carolina
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